

CEPOA-CO-NA-WR (415-10a)

10 May 2002

PRE-CONSTRUCTION CONFERENCE MINUTES

Time and Date: 0900 hrs on 10 May 2002

Place: Sourdough Conference Room, Building 3015, Ft. Wainwright, Alaska

Contract No. DACA85-01-C-0026, FY 01 Replacement Family Housing, Ft. Wainwright, Alaska

1. Purpose of Conference: The purpose of the conference is to orient you, the Contractor, regarding Corps of Engineers (Northern Area Office) procedure, policy, and lines of authority for contractual, administrative, and construction matters. At beginning of conference, briefly discussed progress payments, certified payrolls, insurance requirements, submittals/shop drawings, accident prevention, correspondence (serial letters), network analysis system (construction schedule), and quality control/quality assurance inspections/reporting. The NAO's standard administration policies letter with attachments was hand delivered to the contractor. This review of the contract clauses and technical requirements, which may not be familiar to the Contractor personnel, should reduce problems involved in executing the contract.

2. A brief summary of the basic contract data follows to familiarize all conferees with the construction project:

a. General Description of Work: The scope of work includes the demolition of twelve 8-plexes and the construction of seven new 4-plexes upon the original foundations. Nine new buildings will provide 4,5, and 6-plex units for a total of 75 new family living units. Utilities will be extended to the new units, and rebuilt to the existing units.

b. Contractor: Osborne Construction Company

c. Contract award date: 28 September 2001.

d. Notice to Proceed date: 16 October 2001.

e. Contract amount: \$22,603,450.00.

f. Contract Completion date: 22 October 2003.

g. Liquidated damages per calendar day for failure to complete on time are specified in SCR-1 and SCR-3, and are \$6,600.00 per day.

h. Government Representatives for this contract:

(1) Contracting Officer: Madonna Southcott

EXHIBIT D

(2) Administrative Contracting Officer (ACO): Philip L. Salmon, P.E.

(3) Alternate ACO/Northern Area Engineer: John "Jake" Jacobson, P.E.

(4) Resident Engineer: Philip L. Salmon, P.E.

(5) Lead Quality Assurance Representative: Glenn D. Zahn, P.E.

3. The conference will be divided into four parts. The first segment will be devoted to installation specific issues. The second part will be devoted to general administrative procedures and contract clauses. The third and fourth parts will be devoted to quality control and safety/security, respectively.

4. Installation Specific Issues

a. Schedule of work: Contractor was asked for general description of how he intended to prosecute the work.

b. Site Layout: Site map was used to show installation representatives how the contractor would organize the site – location of trailers, fence lines, storage areas, access routes, fuel storage, spill containment, temporary electrical, sanitation, daily clean up, I. Contractor was reminded that any changes or additions to site plan must be coordinated through the COE to the Installation. The site must be secured daily. Provide phone numbers at office facilities, and emergency contact numbers.

c. Work hours were discussed. Contractor proposes to work - 10hrs/day, 6days a week. Housing area quiet hours were discussed - 10:00PM to 6:00AM Sunday thru Thursday, and 11:00PM to 6:00 AM Friday, Saturday & Holidays. Contractor was reminded of requirement that all employees must bear identification as contract employees. Employees are required to display identifying markings on hardhats clearly identifying what company they work for.

d. Dig Permit, Hot Work Permit, and permit for radioactive sources were reviewed. Permit for nuclear densometers not required if control maintained by subcontractor and removed from the post daily.

e. Procedures in case of discovery of contaminated soil. Stop digging in that location, minimize the amount of contaminated soil excavated, place any excavated contaminated soil on 10 mil liner, move onto other areas for excavation, notify project engineer and the DPW Environmental office at bldg 3584. No soil or ground water may be taken off Ft Wainwright.

f. Petroleum Product Spills: Stop leaks when discovered and properly clean the spill. For any quantity spilled in excess of 2 liters, report the spill immediately to DPW Environmental. POC Bill Snyder at 353-9195, Brian Adams at 353-6623, or Bob Gray at 353-9949.

g. Utility outage SOP and electrical hook up SOP were reviewed. It was emphasized that contractors are responsible for posting notices of utility outages on affected buildings. Only PW workmen open or close utility valves but contractor and PW must put lock out tags and padlocks on valves. Observe requirements for advance notice.

h. Ft. Wainwright landfill SOP was reviewed. Ft Wainwright landfill is to be used for construction debris only. Office or household trash must go to outside landfill. Contractor is responsible for and will be held solely accountable for content of dumpsters sent to landfill from site. Contractor is responsible for providing cover soil and covering debris he dumps at landfill on daily basis.

i. Installation of meters. Requirements for installation of meters and monthly reading of meters was discussed. Also contractor must keep track of number of loads sent to landfill. The recording of these figures will be checked as part of the processing of each pay estimate. At end of contract, contractor is responsible to make payment for the utilities consumed as recorded on meters and dump loads. Final pay cannot be made till confirmation of this payment is received.

j. Dust control and control of loads going to landfill were discussed. There can be no visible dust coming off the site or roads at any time. Contractor must have means on hand 24/7 to control dust. Contract requires a street sweeper and water truck on hand at all times. Will need after hours phone number for POC in case dust becomes a problem after duty hours or on week ends. Dust control applies to the haul road out to the dump site up to the point of dumping. There can be no debris falling off loads going to dump. Water for water trucks and dust control should be obtained from the pump house on Montgomery Road - building 3003.

k. Access to post and access rosters were discussed. All contractor personnel should be listed on the access roster. Two means of identification are required – SSN and Driver's license. Personnel who will be on site for 90 days or less will get access by use of the access roster. Personnel who will be on site for longer than 90 days should get an installation pass from the Provost Marshall's office and should get an ID badge from building 1555. Access to post for personnel is through the front gate. At some time in the future, Trainor Gate may be designated as the gate for contractor personnel to enter. Access for material deliveries is through Trainor Gate. For material deliveries, contractor must give notice to PM the day before of the delivery coming in with info on material, truck/company ID, approx time of delivery, and then have a person meet the delivery at the gate and escort the delivery.

l. The requirement for Electrical and Mechanical Administrator's licenses were discussed. This will be particularly important when doing any overhead electrical work. As part of the utility outage request, PW line shop will want to know who is the person with line UL (Unlimited Line Work Outside) Electrical Administrator's license assigned to the company.

m. Biweekly meetings. Proposed day of week and time for biweekly meetings with PW PM and COE were discussed.

5. Lines of Communication:

a. The Corps of Engineers must be involved or informed of communication with or from the using service. The using service has no authority for contract administration. The Corps of Engineers has privity with and deals only with the prime Contractor. The head of the Contractor field organization should coordinate all on-site problems with the Government Quality Assurance Representative or Resident Engineer. If problems cannot be solved in the field, the Contractor should request a meeting with the Administrative Contracting Officer. The Contractor shall not contact District Office personnel unless previous arrangements have been made through the Resident Engineer's office. Correspondence on disputes and claims may be directed to the Contracting Officer; however, *such correspondence should be forwarded through the Ft. Wainwright Resident Office.*

b. *Subcontractors coordinate with the prime Contractor.* The subcontractor shall not contact Corps of Engineers personnel unless specific arrangements have been coordinated with the prime Contractor.

c. Ensure that signature authorizations are submitted in triplicate to the Resident Engineer Office. If you desire different signatures for different functions, you should so state in your letter. While this information is required by the Contracting Officer in separate correspondence near the time of award, the importance of this information is sometimes minimized by other, more pressing needs of the contract. *You CANNOT submit a pay estimate, submit a payroll, negotiate a change order, or submit a shop drawing until you have first told us who in your organization can sign for this particular instrument.* SAMPLE signatures should accompany your letter; two duplicate copies must be signed as if original (i.e., "wet copies"). Reference Armed Services Procurement Regulation 20-102 (Contractor's Signature) which reads: "Signature of Agents. When the contractual document is to be signed by an agent, other than as stated above, the fact of the agency must be clearly established by evidence satisfactory to the Contracting Officer."

5. Official address:

- a. Ft. Wainwright Resident Office
 U.S. Army Engineer District, Alaska
 P.O. Box 35066
 Fort Wainwright, Alaska 99703-0066
 Telephones: (907) 353-7065
 FAX: (907) 353-6168, Northern Area Office 353-7070
- b. Physical Location at Ft. Wainwright:
 Building 2104
 Montgomery Road
 Fort Wainwright, Alaska 99703

c. All correspondence must consist of the original and two copies. Contract number and title should appear on all correspondence. The Contractor shall establish a serialized number identification for all his letters.

6. Specific FAR and Special Contract Requirements will now be addressed:

a. FAR 52.236-0021 (Specifications and Drawings for Construction) and SCR-5 (Contract Drawings, Maps, and Specifications): These clauses describe the priority assigned to plans and specifications. Any discrepancies found in the plans and specifications, or between the two, should be promptly brought to the attention of the Government on-site personnel. If the discrepancy cannot be resolved at the field level, the problem should be forwarded by letter to the Administrative Contracting Officer. The Contracting Officer has the right to furnish supplemental detail drawings and other information for clarification that depict an acceptable method for performance required by the contract. Also, SCR-5 (b) further delineates the Contractor's responsibility for completion of details of work manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed to even though there omitted from the drawings and specifications.

We expect to get what is on the plans and specifications. We don't want more but we won't take less. All deviations from the contract requirements (plans and specifications) must be approved by the government after review by your Designer of Record. If you are deviating from the plans and specs in any way no matter how big or small you must let the Project Engineer know. If the matter is small it may be able to be handled with just adjustments to the as built or a note in the daily report. If it is more substantial, a variation request may be required via ENG form 4025 or serial letter. If you are doing something different than is shown on plans and specs one of three things has occurred – DSC, direction to change contractor decision to pursue variation. All three situations require timely notice to govt. In the case of contractor variation, you may not think the issue is very small and not a cost issue but you still need to make the Project Engineer aware of deviation/variation.

b. FAR 52.243-0004 (Changes):

(1) The Contracting Officer may at any time without notice to the sureties, by written order designated or indicated to be a change order, require change in the work within the general scope of the contract.

The point was stressed that the Contracting Officer and the Administrative Contracting Officers are the only individuals that have the authority to change the contract. Government field representatives do not have the authority to direct the contractor to deviate from the contract.

(2) You should not deviate from plans and specifications without written permission. When you believe any written or oral direction, instruction, interpretation, or determination includes "extra work", you should promptly provide the Administrative Contracting Officer with written notice by letter stating the date, circumstances, and source of the order, and that you regard the order as a change order. Noting a "changed condition" on the Contractor Quality

Control Daily Report is not adequate written notice. Any consideration for equitable adjustment must be submitted within 30 days, as set forth by paragraph (e). However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(3) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the schedule, or both, and shall modify the contract.

(4) No claim shall be allowed if asserted after final payment of the contract.

(5) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(6) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(7) The Administrative Contracting Officer is the authorized representative of the Contracting Officer for the purpose of issuing instruction and modifications pursuant to this clause. As such, Administrative Contracting Officer, may execute on behalf of the Contracting Officer contract modifications where the amount involved in each instance does not exceed \$100,000.00.

c. DOD FAR Supplement 52.236-7000 (Modification Proposals—Price Breakdown):

(1) You must furnish a price breakdown with your proposal in connection with a change order in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, and profits.

(2) Justification must be provided for any request for a time extension.

(3) A serialized letter will be used in requesting proposals.

(4) Requests for Proposal will be answered promptly. ***It is this office's policy to issue an interim unsatisfactory performance rating for management when Requests for Proposal go unanswered for 10 days after the Contractor received notice that the requests are delinquent.*** Continued unresponsiveness on the part of the Contractor is grounds for the Contracting Officer to issue a unilateral modification.

d. FAR 52.236-0002 (Differing Site Conditions):

(1) You must promptly and before such conditions are disturbed notify the Contracting Officer (Administrative Contracting Officer) in writing of any differing site conditions so that an official determination may be made.

(2) No claim shall be allowed under this section of specifications unless the Contractor has given required notice.

e. FAR 52.249-0010 (Default (Fixed Price Construction)): Briefly, this clause gives the Government the right to have work performed by others in case the Contractor refuses to perform in accordance with the contract, including the performance time. This type of action is not desired by the Corps of Engineers; however, it is an alternative for meeting our commitment to the using service. This clause also permits time extension to the Contractor for delay in work without the fault or negligence of the prime Contractor or his subcontractors or suppliers. Time extensions for unusually severe weather (SCR-36) are issued under this clause.

f. FAR 52.233-0001 (Disputes): This clause gives you the administrative right to protest any decision of the Contracting Officer. If a problem is elevated to the Contracting Officer and a decision rendered, the Contractor has 30 days in which to appeal this decision.

g. FAR 52.232-0027 (Prompt Payment for Construction Contracts) and FAR 52.232-5 (Payments under Fixed Price Construction Contracts):

(1) Under these provisions, the Government will make monthly progress payments. Payment shall be considered as being made on the day the check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(2) The pay period for this contract will be from the 1st of the previous month to the end of the current month.

(3) Pay estimates will be submitted on ENG Form 93 (Payment Estimate--Contract Performance), an original and two copies. Pay estimates will not be accepted on Fridays or the day before holidays. This will allow the Government the necessary processing time.

(4) Detailed instructions for the preparation of pay estimates may be obtained from our Construction Engineering Branch.

(5) Change orders must be incorporated into your schedule (Network Analysis System or Progress Chart) when a Notice to Proceed has been issued.

(6) Materials on-site properly stored, approved, inventoried, and not incorporated will be paid for.

(7) Payment will only be made for work that is completed as per contract requirements.

(8) The percentage of completed work for payment will be decided jointly between the Contractor and Resident Engineer or Quality Assurance people.

(9) Money may be withheld for the following items:

(a) Delinquent submittals: \$250.00 per submittal.

(b) Delinquent O&M manuals: \$250.00 - \$1,000.00 per manual.

(c) Delinquent payrolls: \$5,000.00 - \$20,000.00 depending on the quantity of missing payrolls.

(d) Mylars: \$1,000.00 per sheet while in the Contractor's possession.

(10) For each pay request you are required to provide the total amount of each subcontract, the amount of each subcontract included for this request, and the amount previous paid to each subcontractor. Provide Safety Exposure Man hours. There are specific procedures to follow for subcontractor withholding, which include written notification to the Contracting Officer.

h. FAR 52.236-0005 (Material and Workmanship): This clause requires all materials incorporated in the work be new and of the most suitable grade for the purpose intended. It also requires you to furnish data on materials as requested by technical specifications of the contract or when called for by the Contracting Officer. Another requirement of the clause is that performance of all work must be accomplished in a skillful and workmanlike manner, and establishes the right of the Contracting Officer to remove from the work any employee he deems incompetent, careless, or otherwise objectionable.

i. FAR 52.236-0006 (Superintendence by the Contractor):

(1) "At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work, or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor."

(2) In addition, you must submit the names of all other persons designated to act for you with a description of their duties, the scope of their authority, and a sample signature of each.

(3) You should emphasize to all of your subcontractors that the Government has no contractual relationship with them and that any questions they may have should be directed to you.

j. FAR 52.236-0007 (Permits and Responsibilities): This clause requires you to obtain all permits necessary to prosecute the work. It also requires that you be responsible for all damages

to persons or property that occur as a result of your fault or negligence. You are responsible for all material and work until acceptance by the Government.

k. FAR 52.236-0008 (Other Contracts): You are required to cooperate fully with other Contractors and Government employees, and shall not commit or permit any act which will interfere with the performance of work by another Contractor.

l. FAR 52.236-0011 (Use and Possession Prior to Completion): The Government has the right to take possession of, or use, any completed or partially completed part of the work.

m. FAR 52.225-0011 (Buy American Act—Construction Materials): Your attention is directed to this section of the specifications. Failure to comply will result in the removal of the material from the job site and withholding of payments for any material installed in violation of this clause.

n. FAR 52.203-0003 (Gratuities): You or your people must not offer any gift or favor to any Government person that may be considered a gratuity. The results of such offer or acceptance might lead to serious penalties inflicted on both the Contractor and the Government employee involved.

o. FAR 52.236-0009 (Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements): This clause requires you to protect any known utilities which are shown on the contract drawings or supplementary drawings, and will cause repairing or restoring of any damage to such facilities in a reasonable time.

p. FAR 52.236-0010 (Operations and Storage Areas): You are required to submit for approval a utilization plan for your intended use of the area.

q. FAR 52.222-0011 (Subcontracts (Labor Standards)):

(1) You must provide, within fourteen days after award of a subcontract, a statement setting forth the name and address of each subcontractor, and a summary description of the work subcontracted.

(2) You will furnish at the same time Standard Form 1413 (Statement and Acknowledgment), signed by the subcontractor, acknowledging the inclusion in his subcontract of the labor standards provisions.

(3) Under the provisions of FAR 52.219-0009, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, you must provide a quarterly review of your commitments to small, women, and minority business concerns.

r. FAR 52.236-0012 (Cleaning Up): This clause requires that the construction and storage areas shall be kept clean, and materials stored in an orderly manner at all times. You are requested to furnish a plan which indicates your program for maintaining the areas.

s. FAR 52.246-0012 (Inspection of Construction):

(1) All work is subject to inspection by the Resident Engineer and his staff to ensure strict compliance with all terms of the contract.

(2) No person is authorized to change any provisions of the specifications or approve any deviation from the contract without written authorization from the Contracting Officer.

(3) The presence or absence of a government Quality Assurance Representative shall not relieve you from complying with the requirements of the contract.

(4) In the event of any disagreement between you and the Resident Engineer's staff, you will refer the problem immediately to the Resident Engineer for solution.

t. FAR 52.248-0003 (Value Engineering--Construction): This clause outlines the Value Engineering Program. Your participation in this program is solicited and encouraged. The clause indicates the percentage and the method of computing the monetary values. Value engineering is an organized effort directed at analyzing the function of construction, systems, equipment, and supplies to achieve the required function at the lowest overall cost consistent with the requirements for performance, reliability, and maintainability.

u. Labor Relations:

(1) The labor standards required by this contract are contained in FAR 52.222-0004 (Contract Work Hours and Safety Standards Act—Overtime Compensation), FAR 52.222-0006 (Davis-Bacon Act), FAR 52.222-0007 (Withholding of Funds), FAR 52.222-0008 (Payrolls and Basic Records), FAR 52.222-0009 (Apprentices and Trainees), FAR 52.222-0010, Compliance with Copeland Act Requirements), FAR 52.222-0014 (Disputes Concerning Labor Standards), and FAR 52.222-0026 (Equal Opportunity).

(2) Wage rate are shown in Attachment 6 of your contract, General Wage Decision AK000001, dated April 14, 2000. You must post them at your job site.

(3) FAR's 52.219-0008, 52.222-0027, 52.222-0035, 52.222-0036, and 52.222-0037, govern affirmative action, minority hire, and small business utilization administrative requirements.

(4) The following posters and forms must be displayed on a bulletin board in a conspicuous place on the job site, protected from the elements:

(a) WH Publication 1321 (Federal): Notice to employees regarding minimum wages.

(b) OFCCP 1320 (Federal): Equal opportunity employment.

(c) DOSH 2003 (State): Safety and health protection on the job.

(d) DOSH 51 (State): Emergency information.

(e) AS.18.60.068 (State): Right to know about toxic and hazardous substances.

(f) DOSH 200 (State): Log and summary of occupational injuries and illnesses.

7. Quality Control: The following FARs and Special Contract Requirements deal with Quality Control, Schedules (Network Analysis System or Progress Chart), Shop Drawing Submittals, and As-Built Drawings:

a. FAR 52.246-0012 (Inspection of Construction), FAR 52.236-0005 (Material and Workmanship), and Technical Specification (TS) Section 01451 (Contractor Quality Control):

(1) These clauses require that you must provide and maintain a system to assure that the work performed is in compliance with the contract requirements. You are required to furnish necessary control through management, superintendence, and inspection using a systematic application of methods, inspection techniques, testing procedures, and documentation to assure that all of the materials, equipment, and workmanship conform to contract requirements.

(a) Your management personnel are urged to read these clauses carefully and set forth the necessary controls to ensure quality construction.

(b) A follow-up conference will be held prior to any on-site construction to discuss in detail your Quality Control Plan.

(2) Government Inspection: The Administrative Contracting Officer is the field representative of the Contracting Officer and has full authority to inspect and accept or reject your work within the terms of your contract.

b. FAR 52.236-0015 (Schedules for Construction Contracts):

(1) Within ten days after commencement of work, you must submit to the Administrative Contracting Officer, for approval, a practical schedule showing how you intend to carry out the work.

(2) The schedule to be prepared by the Contractor pursuant to this contract clause shall consist of a Network Analysis System as outlined in SCR-20, Contractor Prepared Network Analysis System.

(3) Progress payments will not be processed for any portion of work for which the Quality Control Plan has not been submitted and accepted.

(4) The importance of staying on or ahead of schedule cannot be overemphasized. A ten percent retained percentage will be withheld if job performance falls behind schedule.

(5) Failure by the Contractor to submit a schedule or updated revision within the time prescribed may result in withholding of approval of progress payments until such time as the Contractor submits the required schedule or revision.

c. SCR-8 (Submittals) and TS Section 01330 (Submittal Procedures):

(1) The Administrative Contracting Officer is the approval authority for shop drawings that are not contractor approved; however, this authority has been delegated to the Chief, Construction Engineering Branch.

(2) Submittals should be in sufficient detail to enable ready determination as to the acceptability of the material or equipment. They should be complete with all necessary working drawings, schedule, diagrams, charts, certificates, samples, and test specimens. Manufacturer's qualifications, descriptive literature, and performance curves, as applicable, are required.

(3) A shop drawing or submittal which deviates from the specifications or drawings should have a statement to that effect placed in the remarks section by the Contractor. If there is a cost differential between the specified and Contractor-suggested method or item, a cost breakdown should also be submitted. If this remark is not on the submittal and it is erroneously approved, such approval may be revoked and corrections will be made at the Contractor's expense.

(4) Timely submittal of shop drawing materials is essential to avoid added costs or delays from use of non-approved materials in the work.

(5) The adequacy of submittals for compliance with the contract is the responsibility of the Contractor. Shop drawings shall bear the approval of the Contractor. Variations pointed out by the contractor via shop drawing transmittal will be reviewed by the Contracting Officer's Representative. Failure by the Contractor to submit shop drawing material for any item of work prior to construction will result in withholding of progress payments for that item. The Contracting Officer may issue an order stopping any work for which the prescribed shop drawing materials have not been submitted and processed as required. No part of the time lost due to any such stop orders shall be made the subject of a claim by the Contractor for extension of performance time or for excess costs or damages.

d. (As-Built Drawings):

(1) Failure to prepare and submit as-built drawings within the time specified can result in the withholding of progress payments.

(2) We cannot overemphasize the importance of noting as-built conditions on construction drawings immediately as they occur. Failure to keep the as-built marked prints on a current basis is justification to suspend progress payments.

8. Safety and Accident Prevention: The following FARs and Special Contract Requirements deal with safety and accident prevention:

a. FAR 52.236-0013 (Accident Prevention):

(1) Proper safety and health precautions are to be taken to protect the work, the workers, the Government, and the property of others from injury or damage.

(2) Management and Contractor personnel shall be conscious of and apply safe procedures in connection with their normal duties.

(3) Eliminate hazardous conditions.

(4) Reduce the frequency and severity of accidents.

(5) It is called to your attention that the Resident Engineer and the Quality Assurance Representatives have full authority to stop work on any portion of the project when unsafe practices endanger property or personnel.

(6) You are responsible for analyzing your Safety Program and identifying hazardous conditions for each definable feature of work.

b. EM 385-1-1, USACE Safety and Health Requirements Manual:

(1) This manual includes guidelines for preparation of your Accident Prevention Plan.

(2) Job Hazard Analysis is a program intended to prevent accidents by early recognition of possible accident-producing construction activities and alerting Contractor supervision so that protective measures can be taken.

(3) A monthly man-hour exposure report is required. This is to be submitted with your monthly progress payment request.

(4) All construction operations shall be in compliance with EM 385-1-1.

c. Additional safety issues are addressed in SCR-14, Special Safety Requirements:

d. Accident Reporting Policy and Procedures:

(1) POD Immediate Report of Accident Form, submitted within 24 hours of an accident needing medical attention.

(2) United States Army Corps of Engineers Accident Investigation Report, submitted within 7 days of a lost time or reportable accident.

e. Security policies and release of information

f. View District Commander's Safety Video

9. Technical Specifications:

a. This part of the conference is open for discussion regarding technical specifications and drawings. It is to be noted that answers regarding technical matters will be returned in writing at a later date.

1. Contractor's construction schedule was discussed.

2. The importance of submitting work plans was stressed. "Plan your work and work your plans".

3. Having all site visitors sign in at the job trailer and receiving a safety orientation was discussed.

4. Further safety, quality control, and technical issues were scheduled to be discussed at the Quality Control Mutual Understanding Meeting.

10. Acknowledged:

Contractor's Representative

Government's Representative

date

date

CEPOA-CO-NA-WR (415-10a)

08 Dec 2002

PRE-CONSTRUCTION CONFERENCE MINUTES

Time and Date: 0800 5 Dec 2002

Place: FTW PW Engineering Division conference room, Ft. Wainwright, Alaska

Contract No. DACA85-02-C-0015 – Utilidor Upgrade Phase II and III FTW231/235, Fort Wainwright Alaska

1. Purpose of Conference: The purpose of the conference is to orient you, the Contractor, regarding Corps of Engineers (Northern Area Office) procedure, policy, and lines of authority for contractual, administrative, and construction matters. At beginning of conference, briefly discussed progress payments, certified payrolls, insurance requirements, submittals/shop drawings, accident prevention, correspondence (serial letters), network analysis system (construction schedule), and quality control/quality assurance inspections/reporting. The NAO's standard administration policies letter with attachments was hand delivered to the contractor. This review of the contract clauses and technical requirements, which may not be familiar to the Contractor personnel, should reduce problems involved in executing the contract.

2. A brief summary of the basic contract data follows to familiarize all conferees with the construction project:

a. General Description of Work: The scope of work includes; Revitalization of main utilidor, laterals, hydrants and manholes between MH607 and MH288A. This includes revitalize utilidor and manholes from MH133 to MH7 (utilidor to fire station), includes revitalize utilidor and manholes from MH2 to Hangar 3 (including MH1), includes revitalize utilidor and manholes from MH3 to Bldg 3003 (Pump Bldg), includes revitalize utilidor and manholes from MH288A to Hangar 2 (including MH288B), and revitalize utilidor and manholes MH288A to Bldg 3011 (Water Storage). Also included are repairs and replacements of parts of the primary power distribution system between from Meridian Road to building 3000 and 3004.

b. Contractor: Doyon/American J.V.

c. Contract award date: 04 Sep 2002.

d. Notice to Proceed date: 14 Sep 2002

e. Contract amount: \$16,367,206.

f. Contract Completion date: FTW231 – 31 Oct 2003 (except seeding/turf in spring 2004)
FTW235 – 31 Oct 2004 (except seeding/turf in spring 2005)

g. Liquidated damages per calendar day for failure to complete on time are specified in SCR-3, and are \$1250.00 per day.